

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Award and enter into an Agreement with ATM of Orlando, LLC (Staff recommends approval).

REQUESTED ACTION: Award and enter into Agreement with ATM of Orlando, LLC

☐ Work Session (Report Only) **DATE OF MEETING:** 10/12/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: ATM of Orlando, LLC
Effective Date: 10/12/2010 Termination Date: 10/11/2011
Managing Division / Dept: Financial Services Department

BUDGET IMPACT: N/A
☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☐ N/A

HISTORY/FACTS/ISSUES:

ATM of Orlando, LLC is a full-service automated teller machine provider focused primarily on serving state and local government agencies. Their services are free of charge. Currently they provide ATM services for eleven (11) Florida County Tax Collectors (a total of 30 ATMs). ATM of Orlando believes on-site ATMs can improve collection rates (for fees/taxes), offer a more economical payment option for customers (compared to credit card convenience fees), and increase customer satisfaction. The representative for Sumter County will be Justin Rowan. Sumter County will be piggy-backing off of Hernando Counties Agreement with ATM of Orlando, LLC. Sumter County will provide an electrical outlet and internet connection according to the agreement. The electrical amount is minimal and the internet connection would not cost Sumter County anything extra.

Please see the attached agreement.

ATM of Orlando, LLC
www.ATMOrlando.com

"Central Florida's ATM Solution"
(407) 754-0652

ATM PLACEMENT AGREEMENT

This ATM placement agreement (the "Agreement") is made as of October 12, 2010 (the "Effective Date") between **ATM of Orlando, LLC ("ATM Owner")** and the **Sumter County Board of County Commissioners ("County")** and applies to the following locations: See Exhibit A ("Location").

1. BASIC AGREEMENT

It is hereby agreed that ATM Owner is granted the exclusive right to securely install, maintain, repair, and insure an automated teller machine ("ATM") at Location at no cost or obligation to the County. This includes maintenance and repair to the ATM if a break-in or vandalism occurs against the machine while installed on County property.

2. FILLING THE MACHINE AND PROCESSING FEES

ATM Owner shall replenish the ATM with cash and pay all processing fees to the bank.

3. TELEPHONE & ELECTRICAL REQUIREMENTS

The County shall be responsible for any electrical line installation, if necessary, and the ongoing monthly cost for electrical service (standard 110 volt outlet). The County, at its discretion and expense, shall connect the ATM through a dedicated analog telephone line, internet (TCP/IP), or wireless device and shall be responsible for the ongoing monthly cost for service.

4. INSTALLATION & MAINTENANCE

ATM Owner shall install or contract installation of the ATM. For insurance requirements and security purposes, the ATM must be bolted to the floor. ATM Owner shall provide all labor involved with service and maintenance of the ATM, including supplies. ATM Owner shall respond to repair or service calls within twenty-four (24) hours of receipt of notice. Actual repair time will depend on the nature of the problem (i.e. replacement parts may need to be ordered).

5. SIGNAGE

With the County's permission, ATM Owner shall be allowed to erect ATM signage as necessary to attract ATM business. Signage would NOT be placed in view from the exterior of the building.

6. TERM OF AGREEMENT

This Agreement shall be in effect for a term of twelve (12) months beginning on October 12, 2010 and ending on October 11, 2011, during which time no other cash dispensing machines may be used on Location's premises. The County retains the right to renew this contract, with the consent of the vendor, under the same terms and conditions for two (2) additional one (1) year terms. Additional terms and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and the Vendor. ATM Owner must receive written notification from County via email (Justin@atmorlando.com) to cancel no less than 60 days from the end of the initial term. Upon removal of the ATM, ATM Owner is not responsible for restoring County's property to its pre-installation condition (i.e. replacing flooring).

7. ATM SURCHARGE

ATM Owner shall set the ATM surcharge rate to \$2.00 per transaction. The surcharge shall be paid by the ATM customer and is NOT the responsibility of the County.

8. SALE OF LOCATION

In the event County's office closes permanently, County can elect to end this Agreement early without incurring any penalties, provided County promptly provides ATM Owner 60 days written notice via email (Justin@atmorlando.com) of the pending sale or closing.

9. TERMINATION FOR DAMAGES / TERMINATION FOR LOW USAGE / TERMINATION FOR CAUSE

The County agrees that in the event the ATM is damaged or vandalized or abused in any way, ATM Owner has the right to unilaterally and immediately end this Agreement and remove ATM from Location. If after six (6) months there continues to be low usage (less than 200 transactions per month) of the ATM so as to not justify ATM Owner's continued investment in ATM at Location, ATM Owner may unilaterally end this Agreement. Upon removal of the ATM, the ATM Owner is not responsible for restoring the County's property to its pre-installation condition (i.e. replacing flooring). In the event of litigation arising out of or relating to this Agreement, the prevailing party will be entitled to an award of all reasonable attorneys' fees and court costs.

10. LIABILITY INSURANCE

The County agrees to maintain comprehensive liability insurance at Location. ATM Owner shall have no liability to County of any nature whatsoever, including any special, incidental, exemplary or consequential liabilities. ATM owner shall add Sumter County as an additional insured party under its commercial general liability insurance policy with a minimum amount of \$2,000,000.00 and provide such proof to the County upon approval of agreement.

11. ASSIGNMENT OF AGREEMENT

If ATM Owner is unable to provide the services outlined in this Agreement, ATM Owner has the right to assign this Agreement to a third-party ATM provider approved by the County prior to the assignment date.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

ATM OWNER

ATM of Orlando, LLC

Orlando, FL

(407) 754-0652

Authorized Officer (Print Name)_____

Signature of Authorized Officer_____

Date_____

COUNTY

Legal Business Name: Sumter County Board of County Commissioners

Address:

Phone #:

Authorized Officer (Print Name)

Title of Authorized Officer:

Signature of Authorized Officer: _____

Date: _____

EXHIBIT A

Locations

The Villages Sumter County Service Center – 7375 Powell Road, Wildwood, FL 34785